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A G R E E M E N T

between

SUSSEX COUNTY WELFARE BOARD

and

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO - Local No. 1083

X January 1, 1987 - December 31, 1990

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THIS AGREEMENT, effective the first day of January, 1989, is entered into by and between the SUSSEX COUNTY WELFARE BOARD, 18 Church Street, P.O. Box 218, Newton, New Jersey, 07860, (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, and its Local No. 1083, 1030 St. Georges Avenue, Suite 304, Avenel, New Jersey, 07001 (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

In accordance with the Certification of the New Jersey Public Employment Relations Commission dated October 15, 1971, as supplemented by agreement of the parties and as supplemented by the Certification of the New Jersey Public Employment Relations Commission dated August 17, 1976, the Board recognizes the Union as the exclusive representative of all the employees in the Unit described below for the purpose of collective negotiations with respect to the terms and conditions of their employment: All Social Work Specialists, Income Maintenance Specialists, Social Workers, Income Maintenance Workers, Income Maintenance Technicians, Social Service Technicians, Social Service Aides, Investigators and all clerical employees including: Account Clerks (typing), Principal Clerk Stenographers, Clerk Stenographers, Senior Clerk Transcribers, Clerk Transcribers, Clerk Typists, Senior Clerk Typists, Senior Telephone Operators/Receptionists, Telephone Operators/Receptionists, Senior Data Entry Machine Operators, Data Entry Machine Operators, Word Processing Operators, Senior Account Clerks (typing), Principal Data Entry Machine Operators and Senior Payroll Clerks, employed by the

Sussex County Welfare Board but excluding craft employees, managerial executives, police, confidential employees, Income Maintenance Supervisors, Social Work Supervisors, other supervisory employees within the meaning of the Act and all other employees of the Sussex County Welfare Board.

ARTICLE II - MANAGEMENT RIGHTS

- A. All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except only those that are specifically modified by this Agreement and only to the extent that they are so modified and provided that any such modification is not contrary to public policy or any law of the State of New Jersey or any rules, regulations or directives promulgated by the Division of Public Welfare of the Department of Human Services, the Department of Personnel (Civil Service), and the Division of Medical Assistance and Health Services and the Division of Youth and Family Services.
- B. It is agreed that the above recited management rights are not subject to the grievance and/or fact finding procedures hereinafter set forth.

ARTICLE III - DUES, CHECKOFF AND REPRESENTATION FEES

A. Dues Checkoff for Union Members

The Board, upon receipt of a duly executed authorization assignment form acceptable to the Board, agrees to deduct from the first paycheck each month of employees covered by this Agreement who have executed said form, the established dues of the Union, subject, however, to the provisions of N.J.S.A. 52-14-15.9e. It is further agreed that the Board shall remit such deductions to the Union prior to the 15th day of the month following the month for which such deduction is made. Dues shall be such amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

B. Representation Fee for Non-Members

1. Subject to the provisions of applicable laws and regulations and the conditions set forth below, during the term of this Agreement, the Union shall be entitled to a representation fee not to exceed 85% of regular Union dues. The representation fee shall be deducted from the salaries of employees in the Unit who are not members of the Union, provided, however, that membership in the Union is available to all employees in the Unit on an equal basis and that the representation fee in lieu of dues shall be available only so long as the Union remains majority representative of the employees in the Unit and

maintains a demand and return system which complies with the provisions of applicable laws and regulations.

2. The Union shall certify to the Board that the amount of such representation fee in lieu of dues was determined in accordance with applicable law. In no event shall such fee exceed 85% of the Union's regular membership dues. Such deductions shall be made in the amounts certified in writing to the Board by the Union.
3. In no case shall the representation fee in lieu of dues be deducted sooner than the thirtieth (30th) day following the beginning of an employee's employment in a position included in the Bargaining Unit.

C. Transmittal

1. The Board shall transmit to the Union:
 - a) A check for the total amounts deducted and
 - b) A statement setting forth the names of the Unit members for whom dues or representation fees in lieu of dues were deducted.
2. The check and statement shall be mailed by the fifteenth (15th) day of the month following the month for which the deduction was made.

D. Union Obligations

1. The provisions of this Article are conditioned upon the Union's compliance with all requirements set forth by statute or regulation.
2. The Union hereby agrees to indemnify and save the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance upon any notice furnished under any provision of the Article.

ARTICLE IV - HOURS OF WORK

- A. The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.
- B. 1. Overtime - Overtime, when authorized by the County Welfare Director, shall be performed by any employee to provide extra services entirely outside of the regularly prescribed hours of duty. Such services shall be independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require that it be the same duties, in order to meet essential services or requirements in a timely manner.

2. Overtime Pay - When, by reason of the pressure of official business, an employee is required to work overtime as above defined, the employee is entitled to receive cash compensation for the overtime employment beyond 40 hours in any given work week at a rate of one and one-half times the regular rate at which the employee is employed. For hours worked in any given work week between 35 and 40 hours, an employee is entitled to either compensatory time off or pay on an hour-for-hour basis at straight time pay rates.

C. Compensatory Time - Compensatory time may be earned for necessary travel time outside an employee's regular work hours when an employee is authorized to and attends a conference, workshop, training or meeting which is clearly a requirement of the employee's job and overnight arrangements are not provided. A requisition shall be submitted to the employee's supervisor setting forth the start and end time, the time in attendance at the conference, etc. and the travel time from the agency and back.

ARTICLE V - JUST CAUSE

No employee shall be reprimanded or disciplined without just cause.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment of employees covered by this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee, having a grievance, to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without the intervention of the Union.
3. The term "employee" or "grievant", as used in this Article, may also mean a group of employees with a grievance. The term "grievant" may also mean the Union.

B. Definition

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. An inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Board, which shall be processed up to and including the Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance

The Board agrees that, in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one Union representative, who is an employee of the Board, throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. All steps should be expedited. By mutual agreement, in writing, the parties may waive any steps or extend the time limit:

Step 1.

- a) The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor, with a copy to the Union Steward, within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act

within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant, upon request, shall be represented by an employee who is the Shop Steward or Local Union Officer.

- b) The Supervisor shall render, to the employee and Shop Steward or Local Union Officer, a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

- a) In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Department Head within five (5) working days following the determination at Step 1. The grievant, upon request, shall be represented by an employee who is the Shop Steward or Local Union Officer.

- b) The Department Head shall render, to the employee and the Shop Steward or Local Union Officer, a written decision within seven (7) working days after the receipt of the complaint.

Step 3

- a) In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed,

file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant, upon request, shall be represented by an employee who is the Shop Steward or Local Union Officer.

- b) The Director of Welfare, or a designee, shall render, to the employee and Shop Steward or Local Union Officer, a written decision within seven (7) working days after the receipt of the complaint.

Step 4

- a) Should the grievant disagree with the decision of the Director, or his designee, the grievant may, within five (5) working days following the decision, submit to the Board a statement in writing and signed as to the issue or issues in dispute. Such statement shall set forth the reasons why the grievant contends the Director's decision is incorrect and shall specify the provision or provisions of this Agreement, if any, alleged to be violated. The Board, or its designee, shall review the decision of the Director together with the statement submitted by the grievant and such other written evidence as may be submitted. The grievant and/or the Union representative may submit a written request to

appear before the Board, or its designee, to present oral argument. The Board retains the right, in its sole discretion, to deny such request for oral argument or to grant such request, subject to such conditions and limitations as the Board may deem appropriate. It is recognized that it is mutually advantageous to resolve issues quickly, where possible. Consequently, the Board agrees to complete its review as soon as possible but not later than the second regular monthly meeting, following receipt of the statement of the issues in dispute. The Board will render its decision within ten (10) working days after the meeting at which the Board has completed its review of the matter. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

- b) The grievant, upon request, may be represented by the Local Union Officer or the International Union Representative or both. A minority organization shall not present or process grievances.

Step 5

- a) Any unresolved contract grievance (as defined in B.1, Definition) except matters involving appointment, promotion or assignment, or matters within the exclusive province of Department of

Personnel (Civil Service), may be submitted to advisory arbitration only by the Union. The Union must file the request for advisory arbitration within thirty (30) calendar days after the receipt of the Board's decision.

b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to advisory arbitration or to represent an employee before the Department of Personnel (Civil Service). The Union's decision to request the movement of a grievance to advisory arbitration or to terminate the grievance prior to submission to advisory arbitration shall be final as to the interests of the grievant and the Union.

c) Where the grievance involves an alleged violation of individual rights, specified in Department of Personnel (Civil Service) law and rules for which a specific appeal to the Department of Personnel (Civil Service) is available, the individual may present his or her complaint to the Department of Personnel (Civil Service) directly. The grievant may pursue the Department of Personnel (Civil Service) procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute

waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form and shall be made within thirty (30) calendar days after receipt of the Board's decision.

- d) The advisory arbitrator shall be selected from the panel maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission.
- e) The parties shall meet at least ten (10) working days prior to the date of the hearing to frame the issues to be submitted to the advisory arbitrator and to stipulate, where possible, the facts of the matter in an effort to expedite the hearing.
- f) The advisory arbitrator's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues involved. The advisory arbitrator shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only and limited to the issues submitted to him/her.
- g) The advisory arbitrator shall not have the power

to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her recommendations solely to the interpretation and application of this Agreement. The advisory arbitrator shall be confined to the precise issue submitted for advisory arbitration and shall have no authority to make recommendations regarding issues not so submitted.

h) The costs of the services of the advisory arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the advisory arbitration shall be paid by the party incurring the same.

i) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

j) The advisory arbitrator shall hold a hearing at a time and place convenient to the parties, as expeditiously as possible after selection, and shall issue a recommendation within thirty (30) days after the close of the hearing.

k) Grievance resolutions or decisions at Step 1, 2, 3, 4 or 5 shall not constitute a precedent in any other proceeding.

- 1) Any advisory arbitrator's decisions or awards, affecting matters covered by former Ruling 11, shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an advisory arbitrator's decision or award as being in contravention of former Ruling 11, this shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the advisory arbitrator's decision or award.

ARTICLE VII - HEALTH INSURANCE COVERAGE

- A. The employer agrees to provide, at no cost to the employee, the following insurance coverage for the employee and his/her eligible dependents as permitted under the laws and procedures of the State of New Jersey and County of Sussex for each full-time provisional and permanent employee who receives remuneration, commencing on the first day of the month following completion of two (2) full months of service:

- (1) Blue Cross/Blue Shield, Rider J coverage and Major Medical Insurance. In lieu, thereof, an employee may elect coverage through a qualified Health Maintenance Organization (HMO), subject to

applicable law and the HMO's requirements for coverage, pursuant to which the employee may be required to make co-payments.

(2) \$2.00 Co-Pay Prescription Program

(3) Basic Dental Program

B. All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance or plan then in effect and pertinent statutory and regulatory provisions.

C. The Board shall pay the premium or periodic charges for the benefits provided to all retired employees and their dependents (but not including survivors), covered under the New Jersey Health Benefits Program Act administered by the Department of the Treasury- Division of Pensions, in accordance with the rules and regulations applicable to such program if such employees retire from the Public Employees' Retirement System receiving a pension based on twenty-five (25) years or more of service credited in such retirement system.

ARTICLE VIII - SALARIES AND COMPENSATION

The salaries and stipulations contained in the Article are based on the standard thirty-five (35) hour work week.

During the term of this Agreement, employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth on the Wage Schedule attached hereto.

ARTICLE IX - NON-DISCRIMINATION

There shall be no discrimination by the Board or the Union against an employee on account of race, color, sex, age, creed, national origin, physical or mental handicap, ancestry, marital or birth status, liability for service in the Armed Forces of the United States, membership or non-membership in the Union and other criteria indicated by Department of Personnel (Civil Service) regulations in violation of applicable law or regulations.

ARTICLE X - NO STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, condone, authorize or support, nor will any of its members participate in any strike, work stoppage, slowdown, walkout or other job action or work interruption.

ARTICLE XI - FULLY BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XII - SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel (Civil Service), or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII - PROMOTIONS

All vacancies which the Board intends to fill, shall be filled in accordance with applicable law and Department of Personnel (Civil Service) rules and regulations. The Board encourages promotions from within the Unit.

ARTICLE XIV - BEREAVEMENT - PERSONAL LEAVE

Employees who are on the payroll on January 1st of any year shall be entitled to a maximum of six (6) days leave per year, except as hereinafter provided in Section A, Paragraph 2, with pay, in accordance with the following:

- A. Bereavement - Up to three (3) days per calendar year leave of absence, with pay, for time lost from work due to the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, step-child, step-parent, niece, nephew,

aunt, uncle or any other relative who lives in the employee's home.

Should there be a second incident during the year, up to three (3) additional days paid bereavement leave (not subject to the maximum set forth above) shall be allowed for time lost from work, if one of the incidents involves the death of a spouse, child, parent, brother or sister.

B. Personal - Up to three (3) days per calendar year leave with pay for personal business, subject to the following:

1. Requests for leave shall be made in writing and approved in advance of the requested date or dates from the employee's immediate supervisor.
2. Personal leave shall not be granted at the beginning or end of a vacation or paid holiday, except in cases of emergency, religious holiday or if the reason is approved by the employee's supervisor.

C. Employees hired after January 1st shall accrue one (1) bereavement day pursuant to Section A, Paragraph 1; one (1) bereavement day pursuant to Section A, Paragraph 2; and one (1) personal day, after each four (4) months of continuous employment during the calendar year, subject

to the conditions set forth above.

D. Bereavement and Personal days shall not be accumulated beyond the calendar year and shall not be taken in less than a one (1) hour increment for the first hour and one quarter ($\frac{1}{4}$) hour increments thereafter.

ARTICLE XV - SNOW DAYS

If an employee reports late for work within reasonable limits on any work day as a result of a County declared snow day, the employee will be paid for the full day provided that the employee calls his or her supervisor to notify the supervisor that the employee will be late.

If an employee is reasonably late reporting to work because of inclement weather, that employee will be permitted to make up up to two (2) hours of the late time, provided it is made up within five (5) working days of the lateness. Any time in excess of two (2) hours shall be charged to vacation or personal leave time.

ARTICLE XVI - LEAVE OF ABSENCE FOR UNION PURPOSES

The Board shall, at the Union's written request, grant a leave of absence with pay to no more than two (2) Union representatives to attend an official Union convention or an authorized group meeting of Union representatives but not to exceed seven (7) days in any year. Request for such leave shall be made in writing no later than three (3) working days prior to the leave

when possible. Such leave shall be granted provided that it will not interfere with the efficient operation of the department of the Board.

ARTICLE XVII - VACATION LEAVE

- A. Full-time employees shall be granted vacation leave as follows:

One (1) working day for each month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

After twelve years of service through twenty years of service, twenty (20) working days per year;

After twenty or more years of service, twenty-five (25) working days per year.

- B. All employees hired prior to July 1, 1974 shall be entitled to the following exception only:

Tenth through twelfth years of service, eighteen (18) working days per year.

- C. Vacation leave days may not be taken in less than a one (1) hour increment for the first hour and one quarter ($\frac{1}{4}$) hour increments thereafter.

- D. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

E. Accumulation of Vacation - Employees may automatically carry over five (5) days vacation to the next succeeding calendar year only. Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

F. Deceased Employees - Whenever any employee in the classified service dies payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in Paragraph A above, based on the last approved compensation rate for the deceased employee.

G. An employee, who has used more vacation time than he/she is entitled to, shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of vacation used in excess of the number of days to which he/she is entitled.

ARTICLE XVIII - PERSONNEL FILES

- A. File - An employee shall have the right, upon written request, to review the contents of his/her personnel file during normal office hours, and upon request, may have a Union Representative present.
- B. Derogatory Material - No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed and attached to the file copy.

The Board agrees to protect the confidentiality of personal references, pre-employment data and documents. The foregoing shall not be available for the employee's inspection.

ARTICLE XIX - SICK LEAVE

A. Definition - Sick leave means the absence of an employee from duty because of illness, injury, pregnancy-disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. A physician's certificate may be required where duration of illness is five (5) consecutive working days or more for a single period. After an employee has used fifteen (15) days of sick leave in a calendar year, such proof may be required. The Board may require proof of illness if there is reason to believe that an employee is abusing sick leave, or for any of the reasons set forth in N.J.A.C. 4A:6-1.4.

B. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter. Employees shall be credited for fifteen (15) working days sick leave at the beginning of the year and may use sick leave for the reasons defined above and in accordance with established Board policy. Employees resigning or terminating their services with the Board shall be permitted to use only that sick leave, for the reasons defined above, which has been earned and accumulated up to the date of termination on

a pro-rated basis. The unused portion of sick leave will be accumulated without limit.

C. All employees retiring from the Public Employees' Retirement System after January 1, 1982, shall be eligible to receive a lump sum payment for unused and accumulated sick leave at the Board. This shall be computed at the rate of one-half ($\frac{1}{2}$) day for the unused sick leave balance accumulated as of the effective date of retirement. The daily rate of payment shall be based upon the average annual salary received during the last year of employment prior to effective date of retirement, provided that this lump sum payment shall not exceed \$15,000, and it shall not be paid to the employee until after forty-five (45) days of the effective date of retirement. The maximum allowable days for unused sick leave balance accumulated prior to January 1, 1978 shall be thirty (30) days. The lump sum payment shall be consistent with the Department of Personnel (Civil Service) rules and regulations.

D. Employees, who leave the Board's employ in good standing prior to retirement eligibility, shall receive lump sum payment for unused sick leave as follows:

5 - 10 years of service	- $\frac{1}{8}$ day up to the maximum;
11 - 20 years of service	- $\frac{1}{4}$ day up to the maximum;
21 or more years of service	- $\frac{1}{2}$ day up to the maximum.

This section shall be reappraised by the Board at the end of this contract. Its purpose is to induce attendance improvement.

ARTICLE XX - DISABILITY LEAVE

A. Disability Leave Not Job Related

1. Permanent employees covered by this Agreement, upon the submission of acceptable medical evidence, shall be entitled to disability or pregnancy-disability leave as hereinafter set forth. Request for such leave, with notification of the expected date of return, will be made in writing to the Director. Notification of pregnancy shall be given to the Director not later than the end of the fifth month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. The utilization of earned and accrued sick leave shall be limited only by the length of the employee's approved disability.
2. During disability leave, permanent employees may utilize earned leave time (sick, vacation, personal or compensatory) but shall not be required to exhaust accrued leave before taking a leave without pay. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

3. Subject to approval by the Board, permanent employees covered by this Agreement who are entitled to disability leave, who are without or have exhausted accrued sick leave, vacation or compensatory time, will be granted a leave of absence without pay to the end of the period of disability prescribed above. Leaves of absence may be granted by the Board, with the approval of Department of Personnel (Civil Service), for a period or periods not to exceed a total of six months from the initial date of disability leave, upon written request, when accompanied by a doctor's certificate setting forth the need therefor. Such leave may be renewed upon prior written request when accompanied by a doctor's certificate setting forth the need therefor, for an additional period not to exceed six months.
4. Child care leave without pay may be granted by the Board under the same terms and conditions applicable to all other personal leaves without pay.
5. Provisional employees may be granted leave without pay by the Board for a maximum of sixty (60) days, subject to the same conditions set forth above.

B. Disability Leave With Pay As A Result Of A Job-Related Injury

1. Definition - Leave with pay, as a result of disability, refers to leave granted with full pay or with part pay to an employee who is disabled by injury, incurred in the performance of his/her duty or by illness as a direct result of or arising out of his/her employment, without contributory negligence on his/her part. Such leave is separate from and in addition to normal sick leave and any leave with pay granted, as a result of disability as thus defined, shall not be charged against the employee's normal sick leave.

2. Duration - Leave of absence, as a result of disability, may be granted with full pay, with reduced pay or with full pay for a certain period and reduced pay thereafter but such leave is limited to a maximum of one (1) year unless similar disability or injury in private industry would entitle the employee to compensation for a longer period under the Worker's Compensation laws, in which case payments as provided under such laws may be paid.

3. Fiscal Limitations - All disability leave with pay or part pay granted under this section, shall be contingent upon the availability of sufficient funds appropriated to the Board which are legally usable for this purpose. Where disability leave with pay or with part pay is granted to an employee with respect to a certain period of absence and the employee subsequently received an award under the Worker's Compensation laws which includes pay or part pay with respect to the same period, restitution shall be required of the employee to the extent necessary to avoid duplication or augmentation of pay for the same period.

4. Proof - The employee must satisfy the Board by reasonable proof that the disability exists and must be prepared to furnish the Board such medical or other proof as they may require. Medical proof will be required in all cases of claims arising out of illness alleged to be a direct result of or arising out of the employment.

C. Periods of leaves of absence without pay shall be deducted from an employee's total continuous service, except as otherwise provided by law, and will affect vacations, longevity and seniority.

ARTICLE XXI - SENIORITY

Seniority, which is defined as continuous employment with the Board from the date of most recent hire, will be given due consideration by the Board.

In considering employees for promotion, all other factors being equal, seniority will be the deciding factor subject to Department of Personnel (Civil Service) rules and regulations. When vacation requests conflict, the senior employee shall be given preference of vacation.

SUSSEX COUNTY WELFARE BOARD

COUNTY SERVICE BUILDING

18 CHURCH STREET

P.O. BOX 218

NEWTON, NEW JERSEY 07860-0218

DIRECTOR:
MR. SAMUEL C. SEAMANS

TELEPHONE:
(201) 383-3600

April 19, 1989

To: Mary Harrington, President
Communications workers of America
Local 1083

From: Samuel C. Seamans, Director of Welfare

RE: Article XXII - Travel

Pursuant to Article XII, Separability and Savings, of the 1989/1990 Agreement between Sussex County Welfare Board/Communications Workers of America, and in accordance with Division of Public Welfare Procedural Bulletin 89-4, "Automobile Mileage Reimbursement Rate", and with the approval of the Sussex County Welfare Board, employees will be reimbursed at the rate of 22¢ per mile for the use of privately owned vehicles, rather than 21¢ per mile, effective April 19, 1989.

SCS:sas

CC: Supervisory Staff

ARTICLE XXIII - EDUCATIONAL LEAVE

- A. Any employee with permanent status, who has worked for the Board for a period of one year or more and who is desirous of obtaining an undergraduate degree or a graduate degree in accordance with former Ruling 11, may apply to the Board for full-time leave with stipend, or without pay, upon recommendation of supervisor, department head and director.
- B. Not more than one employee from the Board shall receive stipend at any one given time and if the course is not completed the expense of the course is the employee's responsibility.
- C. To be considered, employees must notify the Board in writing by November 1st of the year preceding the desired entry into the course of study and, following acceptance in an accredited school, must submit request for leave with or without stipend to the Board.
- D. Time off not to exceed four (4) hours per week may be granted for an employee, including a provisional employee who has been a full-time employee of the Board for twelve (12) continuous months, to attend job-related courses which can only be attended during working hours. Request for such time off shall be submitted in writing. The time may be granted, at the discretion of the Director, based on the merits of the individual case and efficient operation of the Board.

ARTICLE XXIV - TUITION REIMBURSEMENT

- A. The Board agrees to appropriate monies totaling six hundred dollars (\$600.00) annually (non-accumulative under State regulations) to provide a fifty percent (50%) tuition reimbursement to employees of the Board who intend to take a course which is clearly job-related.

When the \$600.00 appropriation is expended, there will be no further reimbursement.

- B. To be eligible for the program, said employee must be full-time and permanent; a provisional employee who has been a full-time employee of the Board for twelve (12) continuous months or more shall be eligible for tuition reimbursement, subject to the same conditions applicable to regular employees.

The courses must be taken at an accredited institution approved by the Director.

The interested employee must submit a written request for approval and authorization prior to registration for course work on the proper form. The request must be presented to the employee's immediate supervisor for initial approval and the Director for final approval and authorization. The employee will be notified as to the approval or disapproval of his/her application within two (2) weeks.

- C. Within four (4) weeks after completion of the course work, the employee shall submit to the Director, via his/her immediate supervisor, certification for successful completion of course work, on the proper form. This certification for successful completion contains a statement, to be completed by the accredited institution, as evidence of successful completion of expenses. Payments will be made to the employee, after approval by the Director and, after the employee has completed and signed the proper voucher form.
- D. The tuition reimbursement program will be administered by the Director and subject to any and all regulations as set by former Ruling 11.
- E. Maximum of three (3) credits per employee per calendar year.

ARTICLE XXV - HOLIDAYS

Holidays, as referred to in this section, include legal holidays as fixed by statutes, these being:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

and whenever any such day falls on a Sunday, it shall be celebrated on the following day, and whenever such holiday falls on a Saturday, it shall be celebrated on the preceding Friday; additional holidays established from time-to-time by gubernatorial proclamations, additional days which may be established by appropriate authority by rule, proclamation or order in a given locality as holidays for public employees in that locality.

If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

ARTICLE XXVI - JURY DUTY

The Board agrees to continue its current Jury Duty Policy of allowing time off, with pay, in addition to the jury salary.

ARTICLE XXVII - MISCELLANEOUS

A. Job Vacancies

Notice of job vacancies, which the Board intends to fill, will be posted for five (5) working days, except in exceptional circumstances, provided prior written notice is given to the Union.

B. Newly-hired Employees

The Board agrees to give the Local Union President written notice of the name, title and salary of newly-hired employees in the Bargaining Unit.

ARTICLE XXVIII - TEMPORARY JOB ASSIGNMENT

When an employee works outside of his/her classification, at the request of management, for a period of fifteen (15) or more consecutive working days, the employee shall receive the rate of pay for that job classification or rate of pay for his/her own job classification whichever is a higher rate for said period of time. If the employee works at a higher job classification, said employee will be paid on the same basis as though said employee was provisionally promoted to said job title.

ARTICLE XXIX - DURATION OF AGREEMENT

- A. This Agreement shall be effective from January 1, 1989 through December 31, 1990, and shall remain in full force and effect through December 31, 1990.
- B. Negotiations for a successor contract shall commence on or about September 1, of the year in which the Agreement expires, upon written notice by one party to the other of a desire to change, modify or terminate the Agreement.

SUSSEX COUNTY WELFARE BOARD

By:

Joseph A. DiStefano
Chairman

James P. DeMarco
Director of Welfare

COMMUNICATIONS WORKERS OF AMERICA
A.F.L. - C.I.O. and its LOCAL 1083

By:

Carol Sabal
C.W.A. Representative

Mary E. Harrington
President, Local 1083

WAGE SCHEDULE

1. A. Effective January 1, 1989, all employees shall have their base salary adjusted step-to-step in accordance with the attached revised "Compensation Schedule" in effect January 1, 1989, which represents an approximate five percent (5%) increase over the schedule in effect January 1, 1988.

B. Titles and ranges are as follows:

<u>TITLES</u>	<u>RANGES</u>
Social Work Specialist	20
Income Maintenance Specialist	19
Social Worker	18
Investigator	18
Income Maintenance Worker	17
Income Maintenance Technician	13
Principal Clerk Stenographer	13
Principal Data Entry Machine Operator	13
Social Service Technician	12
Senior Clerk Transcriber	10
Senior Data Entry Machine Operator	10
Word Processing Operator	10
Senior Payroll Clerk	9
Senior Clerk Typist	9
Senior Account Clerk (typing)	9
Senior Telephone Operator/Receptionist	9
Telephone Operator/Receptionist	7
Clerk Stenographer	7
Clerk Transcriber	7
Data Entry Machine Operator	6
Clerk Typist	6
Account Clerk (typing)	6
Social Service Aide	6

- C. The tenth (10th) step increment shall be paid to eligible employees after twelve (12) months [in lieu of eighteen (18) months], effective the first of the month following the quarter.

2. Effective January 1, 1990, all employees shall have their base salary adjusted step-to-step in accordance with the revised "Compensation Schedule" in effect January 1, 1990, which represents an approximate five percent (5%) increase over the schedule in effect January 1, 1989.
3. In 1989 and 1990, employees, whose performance has been at least satisfactory and who have not reached the maximum of their range, shall be entitled to an annual merit increment on their assigned quarterly anniversary date.
4. A. Newly-hired employees will be assigned a quarterly anniversary date on the following basis:
 1. Employees hired in January, February and March will be assigned an anniversary date of April 1 of the following year.
 2. Employees hired in April, May and June will be assigned an anniversary date of July 1 of the following year.
 3. Employees hired in July, August and September will be assigned an anniversary date of October 1 of the following year.
 4. Employees hired in October, November and December will be assigned an anniversary date of January 1 of the second year.
- B. Any employee, who is promoted or reclassified to another title with a higher salary range, shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's

salary to the proper step of the new salary range. In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in Paragraph A. above on the basis of the effective date of the salary increase in the same manner as indicated for newly-hired employees.

6. A. All full-time, permanent employees of the Board shall be eligible for longevity payments in an amount which shall be based upon the number of years of full-time, continuous service completed by the employee as of December 1st of any year in accordance with the following table:

<u>Years of Continuous Service Completed</u>	<u>Payment</u>
5 years through 9 years	\$200.00
10 years through 14 years	300.00
15 years through 19 years	500.00
20 years through 24 years	600.00
25 years or more	700.00

- B. The longevity payment will be paid on the twenty-fifth (25th) payroll of the year to eligible employees who are on the payroll on that date, except that an eligible employee on an approved leave of absence, or an eligible employee who retires under the provisions of the Public Employees' Retirement System during the year in which he or she would be eligible for the longevity payment shall receive a pro-rata payment, based upon the number of months actually worked the calendar year.

C. Longevity payments shall not be subject to pension contributions and shall be by a separate check.